APPENDICES

APPENDIX A

(FORM OF COUPON BOND.)

UNITED STATES OF AMERICA.

STATE OF OHIO.

THE HOCKING VALLEY RAILWAY COMPANY.

FIRST CONSOLIDATED MORTGAGE 4½ PER CENT. GOLD BOND.

No. $1,000.

Know all men by these Presents, That The Hocking Valley Railway Company, a corporation (hereinafter called the Railway Company), for value received, promises to pay the bearer, or, if registered, to the registered holder of this bond, One Thousand Dollars, in Gold Coin of the United States of the present standard of weight and fineness, on the first day of July, in the year 1999 at the office or agency of the Railway Company in the City of New York, N. Y., and to pay interest thereon from July 1, 1899, at the rate of four and one-half per cent. per annum, until the said principal sum shall have been fully paid; such interest to be payable semi-annually at said office or agency, in like gold coin, on the first day of January and the first day of July in each year, but only upon presentation and surrender of the annexed coupons therefor as severally they mature.

Both the principal and interest of this bond are payable without deduction for any tax or taxes or stamp duties which the Railway Company may be required to pay or to retain therefrom, under or by reason of any present or future law of the United States, or of any State, County or

Municipality therein; the Railway Company hereby agreeing to pay all such tax or taxes and stamp duties.

This Bond is one of a series of coupon bonds and registered bonds of the Railway Company, known as its First Consolidated Mortgage 4½ per cent. Gold Bonds, duly authorized and approved by the Board of Directors and the Stockholders of the Railway Company, bearing interest at the rate of four and one half per cent, per annum from July 1, 1899, until the full payment of said principal sum, issued and to be issued in pursuance of, and subject to, the terms of the mortgage or deed of trust next hereinafter referred to, but so that the aggregate amount of said bonds, both coupon and registered, at any one time outstanding, never shall exceed the principal sum of Twenty Million Dollars.

All of said bonds are equally secured by the First Consolidated Mortgage, dated March 1, 1899, executed to the Central Trust Company of New York, a corporation of the State of New York, as Trustee, by The Hocking Valley Railway Company and The Buckeye Coal and Railway Company both being corporations organized under the laws of the State of Ohio, upon property of the said two Companies, severally and respectively, as mentioned and described in said mortgage or deed of trust, to which reference hereby is made for a description of the nature and extent of the railway, property and franchises mortgaged, and of the security and rights of the holders of said bonds under the same, and of the terms and conditions upon which said bonds are issued and secured.

This bond may be registered as to principal in the owner's name, on the books of the Railway Company, at its office or agency in the City of New York, such registry being noted on the bond by the Railway Company's Transfer Agent, after which no transfer shall be valid unless made on the Railway Company's books by the registered owner, and similarly noted on the bond; but the same may

be discharged from registry by being transferred to bearer, after which transferability by delivery shall be restored; but again from time to time it may be registered or transferred to bearer as before; such registration, however, shall not affect the negotiability of the coupons by delivery merely. This bond also is exchangeable for a registered bond without coupons, as provided in said mortgage or deed of trust.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee under said mortgage or deed of trust.

In witness whereof, The Hocking Valley Railway Company has caused these presents to be signed by its President, or its Assistant to the President, or one of its Vice-Presidents, and its corporate seal to be affixed hereunto, and to be attested by its Secretary, or Assistant Secretary, and coupons for said interest, with the engraved signature of its Treasurer, to be attached hereunto, this first day of March, 1899.

THE HOCKING VALLEY RAILWAY COMPANY,
By

[L. S.] President.

Attest:

Secretary.

APPENDIX B

EXCERPT OF HOCKING VALLEY RY. CO. FIRST CONSOLIDATED MORTGAGE

ARTICLE TEN.

Sundry Provisions.

SECTION 1. All the covenants, stipulations, promises, and agreements in this Indenture contained, by or in behalf of the Railway Company or of the Coal Company, severally and respectively, shall bind such Company, its successors and assigns, whether so expressed or not.

SEC. 2. Nothing contained in this Indenture or in any bond hereby secured, shall prevent any consolidation, or merger of the Railway Company or of the Coal Company with each other or with any other corporation or any conveyance and transfer, subject to the continuing lien of this Indenture and to all the provisions hereof, of all the mortgaged and pledged premises as an entirety to a railroad corporation at that time existing under and by virtue of the laws of any State or States, and entitled to acquire the same; provided, however, that such consolidation, merger or sale shall not impair the lien and security of this Indenture, or any of the rights or powers of the Trustee, or of the bondholders hereunder, and that upon such consolidation, merger or sale, the due and punctual payment of the principal and interest of all of the said bonds according to their tenor, and the due and punctual performance and observance of all the convenants and conditions of this Indenture, shall be assumed by the corporation formed by such consolidation or merger, or purchasing as aforesaid.

SEC. 3. In case the Railway Company or the Coal Company, pursuant to Section 2 of this Article Ten, shall be consolidated or merged with each other or with any other corporation, or shall sell, convey and transfer, subject to this Indenture, all the mortgaged and pledged

premises as an entirety, as aforesaid, the successor corporation formed by such consolidation, or into which the Railway Company shall have been merged, or which shall have purchased as aforesaid—upon executing and causing to be recorded an Indenture satisfactory to the Trustee, whereby such sucessor corporation shall assume the due and punctual payment of the principal and interest of said bonds and the performance of all the covenants and conditions of this Indenture—shall succeed to, and be substituted for, the Railway Company, party of the first part hereto, with the same effect as if it had been named herein as party hereto; and such successor corporation thereupon may cause to be signed, and may issue, either in its own name or in the name of the Hocking Valley Railway Company, any or all of such bonds which theretofore shall not have been signed by The Hocking Valley Railway Company and delivered to the Trustee; and, upon the order of said successor corporation, in lieu of the Railway Company, and subject to all terms, conditions and restrictions herein prescribed, the Trustee shall certify and deliver any of such bonds, which previously shall have been signed and delivered by the Officers of the Railway Company to the Trustee for certification, and any of such bonds which such successor corporation thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the bonds so issued shall, in all respects, have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this Indenture, as though all of said bonds had been issued at the date of the execution hereof.

SEC. 4. For every purpose of this Indenture, including the execution, issue and use of any and all bonds hereby secured, the terms "Railway Company" and "The Hocking Valley Railway Company" include and mean not only the party of the first part hereto, but also any such successor corporation. Every such successor corporation shall possess, and from time to time may exercise, each and

every right and power hereunder of The Hocking Valley Railway Company in its name or otherwise.

SEC. 5. Any act or proceeding, by any provision of this Indenture required to be done or performed by any Board or officer of the Railway Company, shall and may be done and performed with like force and effect by the like Board or officer of any railroad corporation that shall at the time be such lawful successor of the Railway Company.

SEC. 6. Nevertheless, before the exercise of the powers conferred by this Article Ten, the Railway Company, by instrument in writing executed by authority of two-thirds of its Board of Directors and delivered to the Trustee, may surrender any of the powers reserved to the Railway Company or to such successor corporation under this Article; and thereupon such power so surrendered shall terminate.

APPENDIX C

THE CHESAPEAKE & OHIO RY. CO SUPPLEMENTAL INDENTURE

This SUPPLEMENTAL INDENTURE by and between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a corporation of the State of Virginia (hereinafter sometimes called the "Railway Company"), party of the first part, and CENTRAL HANOVER BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of New York, having its principal office in the City and State of New York (hereinafter sometimes called the "Trustee"), party of the second part,

WITNESSETH:

WHEREAS, THE HOCKING VALLEY RAILWAY COMPANY, a corporation of the State of Ohio, and THE BUCKEYE COAL AND RAILWAY COMPANY, a corporation of the State of Ohio, executed and delivered to CENTRAL TRUST COMPANY OF NEW YORK, Trustee, a certain First Consolidated Mortgage, dated March 1, 1899, to secure an issue of not exceeding Twenty Million Dollars ($20,000,000) principal amount of First Consolidated Mortgage 4½% Gold Bonds of THE HOCKING VALLEY RAILWAY COMPANY, dated March 1, 1899; and

WHEREAS, said THE HOCKING VALLEY RAILWAY COMPANY and THE BUCKEYE COAL AND RAILWAY COMPANY executed and delivered to CENTRAL TRUST COMPANY OF NEW YORK, Trustee, First Consolidated Mortgage Supplement, dated April 14, 1899, as a Supplement to said First Consolidated Mortgage; and

WHEREAS, said THE HOCKING VALLEY RAILWAY COMPANY executed and delivered to CENTRAL TRUST COMPANY OF NEW YORK, Trustee, a Second Supplemental Indenture, dated April 6, 1915, as a Supplement to said First Consolidated Mortgage (which First Consolidated

Mortgage, First Consolidated Mortgage Supplement and Second Supplemental Indenture are hereinafter referred to as "First Consolidated Mortgage"); and

WHEREAS, said THE HOCKING VALLEY RAILWAY COMPANY, by appropriate action duly taken by its Board of Directors and its stockholders, has determined to convey and transfer to THE CHESAPEAKE AND OHIO RAILWAY COMPANY, party of the first part hereto, all of the property and assets of said THE HOCKING VALLEY RAILWAY COMPANY, subject, however to said First Consolidated Mortgage as to the property and assets of said THE HOCKING VALLEY RAILWAY COMPANY mortgaged and pledged under said First Consolidated Mortgage; and

WHEREAS, the Railway Company, by appropriate action duly taken by its Board of Directors and its stockholders, has determined to acquire all of the property and assets of said THE HOCKING VALLEY RAILWAY COMPANY, subject, however, to said First Consolidated Mortgage as to the property and assets of said THE HOCKING VALLEY RAILWAY COMPANY mortgaged and pledged under said First Consolidated Mortgage, and pursuant to an agreement by and between said THE HOCKING VALLEY RAILWAY COMPANY and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, party of the first part hereto, has agreed to assume the due and punctual payment of the principal and interest of all of the Bonds issued under said First Consolidated Mortgage according to their tenor, and the due and punctual performance and observance of all the covenants and conditions to be performed and observed by THE HOCKING VALLEY RAILWAY COMPANY under said First Consolidated Mortgage; and

WHEREAS, the said CENTRAL TRUST COMPANY OF NEW YORK, pursuant to the provisions of the laws of the State of New York, did, on the 18th day of June, 1918, merge into itself the UNION TRUST COMPANY OF NEW YORK and thereafter continued as such first mentioned company un-

der the name of CENTRAL UNION TRUST COMPANY OF NEW YORK; and

WHEREAS, CENTRAL UNION TRUST COMPANY OF NEW YORK, pursuant to the provisions of the laws of the State of New York, did, on the 15th day of May, 1929, merge into itself THE HANOVER BANK OF THE CITY OF NEW YORK, and simultaneously changed its name to CENTRAL HANOVER BANK AND TRUST COMPANY and under such name is the duly constituted trustee under the aforesaid First Consolidated Mortgage; and

NOW, THEREFORE, in consideration of the premises and in fulfilment of its obligations under said contract, and as one of the considerations for the conveyance and transfer to it of the property and assets of said THE HOCKING VALLEY RAILWAY COMPANY, THE CHESAPEAKE AND OHIO RAILWAY COMPANY, party of the first part hereto, does hereby covenant to and with CENTRAL HANOVER BANK AND TRUST COMPANY, party of the second part hereto, and its successors in the trust created by said First Consolidated Mortgage, its and their assigns, that the said THE CHESAPEAKE AND OHIO RAILWAY COMPANY in accordance with the provisions of Article Ten of said First Consolidated Mortgage, does hereby assume the due and punctual payment of the principal and interest of all of the Bonds issued under and secured by said First Consolidated Mortgage according to their tenor, and does hereby assume the due and punctual performance and observance of all of the covenants and conditions to be performed and observed by THE HOCKING VALLEY RAILWAY COMPANY under said First Consolidated Mortgage.

And the recitals herein are made by said THE CHESAPEAKE AND OHIO RAILWAY COMPANY solely, and the Trustee joins in the execution of this Supplemental Indenture for the purpose of evidencing its acceptance of this Supplemental Indenture as a compliance by said THE CHESAPEAKE AND OHIO RAILWAY COMPANY with the provisions of Article Ten of said First Consolidated Mortgage.

IN WITNESS WHEREOF, THE CHESAPEAKE AND OHIO RAILWAY COMPANY, party hereto of the first part, has caused this Supplemental Indenture to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary, and the due execution of these presents to be proved, and CENTRAL HANOVER BANK AND TRUST COMPANY, party hereto of the second part, has caused this Supplemental Indenture to be signed by one of its Asst. Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries, and the due execution of these presents to be proved.

Dated this 1st day of May, 1930.

Signed and acknowledged by The Chesapeake and Ohio Railway Company in the presence of:

J. F. ATTERBURY,

JOSEPH C. ALLEN.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

By R. S. MARSHALL,
Vice-President.

Attest: A. TREVETT,
Secretary.

(Corporate seal)

Signed and acknowledged by Central Hanover Bank and Trust Company in the presence of:

T. MEAGHER,

F. WALTER.

CENTRAL HANOVER BANK AND TRUST COMPANY,

By F. WOLFE,
Asst. Vice-President.

Attest: J. T. HARRIGAN,
Assistant Secretary.

(Corporate Seal)